

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In Re:

Patrick Fagan and Christine Fagan
_____X

Case No. 08-22991

Patrick Fagan and Christine Fagan
Plaintiff,

Adversary No. 09-08292

v.

CJP Abstract LLC, AND Commonwealth Land Title Insurance,
Defendant,

**MOTION FOR AUTHORITY TO COMPROMISE ADVERSARY PROCEEDING
AGAINST DEFENDANT CJP ABSTRACT LLC, AND COMMONWEALTH LAND
TITLE INSURANCE LLC,**

This matter is presented to the Court by the Plaintiff, Patrick Fagan and Christine Fagan, by and through her counsel Joshua N. Bleichman. In accordance with Rule 9019 of the Federal Rules of Bankruptcy Procedure, counsel for Plaintiff submits this Motion for Authority to Compromise Adversary Proceeding. This Motion is approved by and unopposed by Defendant, CJP Abstract LLC, AND Commonwealth Land Title Insurance. The reasons in support of this Motion are more fully set forth in the attached Memorandum in Support.

Dated: December __, 2010

Spring Valley, NY

/s/ Joshua N. Bleichman

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MEMORANDUM IN SUPPORT

1. On September 3, 2009, Debtor filed an adversary proceeding against CJP Abstract LLC, AND Commonwealth Land Title Insurance, among others, in the United States Bankruptcy Court for the Southern District of New York alleging a violation of the Real Estate Settlement Practices Act (“RESPA”), breach of contract and negligence, styled Patrick Fagan and Christine Fagan v. CJP Abstract LLC, AND Commonwealth Land Title Insurance, Lead Case Case No 08-22991.; Adv. No. **09-08292** (The “Litigation”).

2. The Defendant has demonstrated to the Plaintiff that it holds certain defenses to the Plaintiff’s claims.

3. The parties have entered into a Settlement Agreement and Release to fully compromise the within adversary proceeding (the “Settlement”). See Exhibit A.

The terms of the parties’ Settlement Agreement and Release, which is attached as Exhibit A, are as follows:

1. The Defendant agrees to pay the total sum of Four Thousand Five Hundred Dollars (\$4,500.00) (the “settlement payment”) for the benefit of Patrick Fagan and Christine Fagan, which settlement payment will be made payable to the order of and remitted to Bleichman and Klein as Attorneys for the Fagan’s or payable to Patrick and Christine Fagan within ten (10) days of the Court’s approval of the settlement;

2. Within seven (7) days of receipt of the Settlement Payment Plaintiff will dismiss this Litigation as to CJP Abstract LLC, AND Commonwealth Land Title Insurance only.

3. This Settlement is subject to Court approval;

4. Unless otherwise agreed between the parties in writing or pursuant to an Order of the Court, upon Plaintiff's receipt of the Cash Payment in immediately available funds Plaintiff shall and hereby does finally, fully and forever, irrevocably and unconditionally release the Defendant, and its successors, assigns, affiliates, agents, representatives, officers, directors, and employees, from any and all claims, actions, causes of action, suits, debts, obligations, liabilities, accounts, damages, defenses and/or demands, known or unknown, of any nature, that the Debtor may have against the Defendant including, but not limited to, the Avoidance Actions which are the subject of the Complaint filed herein.

5. In consideration for the release described hereinabove and unless otherwise agreed between the parties in writing or pursuant to an Order of the Court, the Defendant (to the extent such claims relate to the Case) shall and hereby does waive and/or release any claims that the Defendant may have against the Plaintiff (and its estate) and her successors, assigns, affiliates, agents, representatives, officers, directors, and employees, including, but not limited to, any and all claims, actions, causes of action, suits, debts, obligations, liabilities, accounts, damages, defenses and/or demands whatsoever, known or unknown, of any nature that the Defendant may have, including but not limited to any claim pursuant to §502(h) of the Bankruptcy Code.

6. The Settlement Agreement and Release is a fair compromise under the facts of the case.

WHEREFORE, Patrick Fagan and Christine Fagan, Plaintiffs herein respectfully requests that this Court enter an order, substantially in the form attached hereto as Exhibit B, approving the Settlement Agreement and Release attached hereto as Exhibit A.

Dated: December __, 2010

Spring Valley, New York

/s/ Joshua N. Bleichman

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